

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands
Olympia, Washington 98504

URBAN/RURAL EASEMENT

Application No. 50-072255

This easement is made this 26th day of July, 2001, between the State of Washington, acting through the Department of Natural Resources, as grantor (hereafter State) and Lynn and Marlene Barnett (hereafter Grantee).

Conveyance. State, for consideration of fifteen hundred and 00 /100 Dollars (\$1,500), hereby grants and conveys to Grantee a non-exclusive, indivisible easement over a parcel of land in Kitsap County, legally described as set forth in Exhibit "A" (hereafter Burdened Parcel), said easement to be twenty (20) feet in width running ten (10) feet on each side of a center line of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Term. The easement shall expire on September 30, 2019, unless terminated sooner as set forth hereafter.

Purpose. The easement is conveyed to provide ingress and egress to and from a single-family residence on land owned by Grantee legally described as set forth in Exhibit C (hereafter "Benefitted Parcel"). Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area subject to the restrictions set forth hereafter. The purpose of this easement shall not be changed or modified without the consent of the State which shall be at its sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this easement.

Indivisible. The rights attaching to the Benefitted Parcel are indivisible. Should the Benefitted Parcel be subsequently subdivided or parcelized, owners of additional residences shall not be entitled to exercise the rights granted herein. Such owners must apply separately for an easement to the new residence which may or may not be granted by State at State's sole discretion.

Reservations. State reserves all ownership of the Easement Area and other profits thereon (including timber unless conveyed under this easement) and the right of use of the Easement Area for any purpose including but not limited to the right to remove timber within the Easement Area; the right at all times to cross and recross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long it does not unreasonably interfere with the rights granted herein. State may grant to third parties any and all rights reserved. Once Grantee clears timber conveyed under this easement, if any, timber subsequently grown in such cleared areas shall belong to State. State further reserves the right to relocate the right of way. If the right of way is relocated at the sole request of State, State shall construct the relocated right of way to the same standards existing at the time of relocation.

Waiver. Grantee acknowledges that State manages the Burdened Parcel(s) and adjoining lands for commercial forestry. This use will include activities such as, but not limited to, logging, slash burning, fire control, silvicultural site preparation, aerial and ground application of forest chemicals any of which often create noise, dust, visual impacts and other alterations of the forest environment. Grantee waives its right to protest or remonstrate the issuance of any permit required to manage or harvest timber on the Burdened Parcel or adjacent state owned lands.

DMB (initial)

Compliance with the Habitat Conservation Plan (HCP). State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the federal Endangered Species Act. The activities to be carried out under this Agreement are located within State's HCP area and subject to the terms and conditions of the HCP and Incidental Take Permit No. 812521 (ITP). The ITP authorizes the incidental take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at State's Region Offices and the administrative headquarters in Olympia, Washington.

By signing this Agreement, Grantee agrees to comply with the terms and conditions of the ITP, Exhibit D, and the HCP, the requirements of which are included throughout the body of this Agreement, which shall become terms of this Agreement. State agrees to authorize the lawful activities of the Grantee carried out pursuant to this Agreement; PROVIDED the Grantee remains in compliance with the terms and conditions of both the HCP and ITP. Non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the this Agreement and may subject the Grantee to liability for violation of the Endangered Species Act.

The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. In order for the Grantee's activities to be considered in compliance with the HCP and ITP, Grantee's operations must be in full compliance with this contract. Any modifications to the contract shall be proposed in writing by the Grantee, shall continue to meet the terms and conditions of the HCP and ITP, and shall require the prior written approval of the State before taking effect.

It is the responsibility of the Grantee to obtain and comply with the HCP procedures, in effect at the execution of this Agreement and as adopted thereafter, that relate to the Property when conducting any and all operations on the Property. The Grantee shall not proceed with operations until State has approved the operations as consistent with the HCP procedures and other contract requirements herein. The current HCP procedures and information on the location of the sites identified in Exhibit D can be obtained from the State and are available at the South Puget Sound Region Office. Sensitive areas, conditions, or species, in addition to those recognized herein, may be identified in the future and as more information is developed the about the Property or the scope of the HCP changes.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the road in its present condition or as hereafter improved. At a minimum, the road will be maintained to meet forest practice standards set forth in WAC 222-24-050 as now written or hereafter amended. When a road is being used solely by Grantee, Grantee shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time solo use is commenced until joint use begins. During periods when Grantee, State and/or other parties with an easement or license from the State use the road, or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their agents. During periods of joint maintenance, the users shall meet at times to be set at the discretion of State and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

(a) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance.

(b) A method of payment by which each party using the road or a portion thereof, shall pay its pro rata share of the cost of maintenance.

Repairs. Each party shall repair, or cause to be repaired at its sole cost, that damage to the road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Grantee shall construct no improvements without the prior written consent of State, which shall be at State's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become property of the State unless the applicable consent specifically provides otherwise. Improvements installed by Grantee shall, at State's option, be removed at the termination or expiration of the easement.

Plan of Construction. Sixty (60) days prior to any construction or reconstruction by Grantee on the Easement Area, Grantee shall submit a written plan of construction to the State's Region Manager at Enumclaw outlining the construction or activity for State's approval which shall not be unreasonably withheld. In the event of an emergency requiring immediate action to protect person or property, Grantee may take reasonable corrective action without prior notice to State. All construction or reconstruction shall comply with applicable state or local laws and meet local fire codes for safe passage of fire apparatus. During the course of construction or maintenance, Grantee shall minimize soil erosion and damage to soil. Equipment will not be operated when the ground conditions are such that excessive soil damage will occur. Grantee will not remove any timber from the Easement Area until Grantee has received approval from State and has made provisions to compensate State for the fair market value of the timber.

Construction and reconstruction shall be limited to the period between May 1 and October 15 of each year.

Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved by State. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.).

Indemnity. Grantee shall indemnify, defend with counsel acceptable to State, and hold harmless State, its employees, officers, and agents from any and all liability, damages, expenses, causes of action, suits, claims, costs, fees (including attorney's fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Area by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, including but not limited to the use, storage, generation, processing, transportation, handling, release, threatened release, or disposal of any hazardous substance or materials. To the extent that RCW 4.24.115 applies, Grantee shall not be required to indemnify State from State's sole or concurrent negligence. This indemnification shall survive the expiration or termination of this easement.

Survey Markers. Grantee shall not destroy or disturb any survey markers (including but not limited to corner markers, witness objects, or line markers) without prior approval of State. Markers that must necessarily be disturbed or destroyed during construction must be adequately referenced and replaced in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to chapter 58.24 RCW, and all Department of Natural Resources regulations pertaining to preservation of such markers. Grantee shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at Grantee's cost.

Insurance.

Evidence of Insurance: The Grantee must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to State, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference State's contract number.

Cancellation: State must be listed on the policy, and the insurer must provide 45 days written notice to State before the cancellation, non-renewal, or material change of any insurance referred to therein.

Specific Coverage Requirements: During the entire term of the easement, the Grantee must purchase and maintain the insurance coverages and limits specified below:

1. **Personal Automobile Insurance.** The Grantee must purchase and maintain Personal Auto Policy (PAP) which covers damages for bodily injury and property damage for which Grantee and any residents of Grantee's becomes legally liable. Such insurance must cover the use of any auto owned by or furnished to (1) Grantee and (2) any residents of Grantee's property. Such coverage must be on an occurrence basis. The PAP must provide liability coverage with limits not less than those specified below.

Description	Per Person	Occurrence
Bodily Injury	100,000	300,000
Property Damage	not applicable	50,000

2. **Homeowner's or Tenant Homeowner's Insurance, including Liability coverage.** Grantee must purchase and maintain homeowner's insurance which covers damages for bodily injury and property damage for which Grantee and any residents of Grantee's becomes legally liable. Such coverage must extend to (1) Grantee and (2) any residents of Grantee's property. Coverage must be provided on an occurrence basis. Liability coverages must include:

- Fire Legal Liability
- Liability assumed under a written contract, such as a lease or easement

The homeowner's or tenant homeowner's insurance must provide liability coverage with limits not less than \$300,000 per occurrence.

Advance By State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month until paid.

Lien. Any amount due from but not paid by Grantee as required under this easement within thirty (30) days of demand shall be a lien upon the Benefitted Parcel. Grantee hereby authorizes State to file a notice of lien with the county auditor and to foreclose such lien as a mortgage.

Notice. Any notices required or permitted under this easement may be delivered personally, sent by facsimile machine or mailed first class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three (3) days after being mailed, whichever is applicable.

To State:

DEPARTMENT OF NATURAL RESOURCES
South Puget Sound Region
PO Box 68
Enumclaw, WA 98022

To Grantee:

Lynn and Marlene Barnett
3020 S. Union Ave
Tacoma, WA 98409

Weed Control. The Grantee shall control at its own cost, all noxious weeds on any portion of the Easement Area herein granted. Such weed control shall comply with county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 17.10 RCW). The Grantee shall be responsible for, or shall immediately reimburse State any weed control cost incurred as a result of the Grantee's failure to control weeds on the Easement Area.

All methods of chemical weed control shall be approved in writing by State prior to beginning such activities.

Aerial Application of Pesticides. The aerial application of pesticides, which includes insecticides and herbicides, is not permitted.

Modification. Any modification of the easement must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

Termination. State shall have the right to terminate this easement if Grantee fails to cure a material breach of this easement within sixty (60) days of notice of default (Cure Period). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, Grantee shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the cure. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination shall continue until fully performed. Designation of certain breaches as material throughout this easement shall not preclude other breaches from being declared material.

Abandonment. If Grantee ceases to use the Easement Area for the purposes set forth herein for a period of two (2) successive years, this easement shall be deemed abandoned and terminate without further action by State.

Severability. If any provision of this easement shall be held invalid, it shall not affect the validity of any other provision herein.

Non-waiver. The waiver by State of any breach or the failure of State to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

Successors And Assigns. This Easement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns except to the extent this section conflicts with the section labeled "Indivisible" in which case the indivisibility section will control.

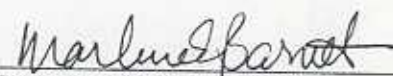
Construction. The terms of this easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.



Affix the Seal of the Commissioner of
Public Lands

Approved as to form June 28, 1999 by
Jim Schwartz, Assistant Attorney General
for the State of Washington.


LYNN BARNETT


MARLENE BARNETT
by Barnett in fact.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES



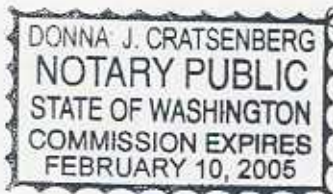
Acknowledgement for Urban/Rural Easement
Department of Natural Resources/Lynn and Marlene Barnett

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 12th day of June, 2001, before me personally appeared Lynn R. Barnett to me known to be the individual described in and who executed the foregoing instrument for him self and also as Attorney in fact for Marlene E. Barnett and acknowledged that he signed and sealed the same as his free and voluntary act and deed for him self and also as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not incompetent.

Given my hand and official seal the day and year last above written.

Donna J. Cratsenberg
Donna J. Cratsenberg
Notary Public in and for the State of Washington,
Residing at Tacoma
Commission expires 2-10-01



STATE OF WASHINGTON)
) ss
COUNTY OF)

On this day personally appeared before me _____,
to me known to be the individual _____ described in and who executed the within and foregoing
instrument and acknowledged that he/she/they signed the same as his/her/their free and
voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this day personally appeared before me _____,
to me known to be the individual _____ described in and who executed the within and foregoing
instrument and acknowledged that he/she/they signed the same as his/her/their free and
voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

On this 26 day of July, 20 01, personally appeared before me
Doug Sutherland, to me known to be the Commissioner of Public Lands
of the Department of Natural Resources of the State of Washington, the Department that
executed the within and foregoing instrument on behalf of the State of Washington, and
acknowledged said instrument to be the free and voluntary act and deed of the State of
Washington for the uses and purposes therein mentioned, and on oath stated that he/she was
authorized to execute said instrument and that the seal affixed is the official seal of the
Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first
above written.



Farrah Layne Arnold
Notary Public in and for the State of
Washington, residing at Olympia.

My appointment expires 7-30-05.

EXHIBIT A

BURDENED PARCEL

The Southwest quarter of the Southwest quarter of the Northwest corner of Section 16,
Township 27 North, Range 2 East, W.M., Kitsap County, Washington.

RIGHT OF WAY PLAT EASEMENT #50-072255

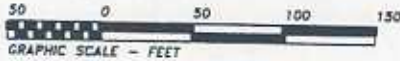
N.W. 1/4, SEC. 16 & N.E. 1/4, SEC. 17, T. 27 N., R. 2 E., W.M.
KITSAP COUNTY, WASHINGTON

APPROVED AS TO FORM ONLY

Thomas L. Keith
10-30-00



BASE OF BEARING: FIELD PLAT OF GAMBLE BAY TRACTS,
VOLUME 7 OF PLATS, PAGE 40 AND 41.



LEGEND

- MONUMENTS OF RECORD SHOWN ON THE PLAT OF
GAMBLE BAY TRACTS.
- (ESMT) DISTANCE FROM EASEMENT DESCRIPTION IN
STATUTORY WARRANTY DEED UNDER A.F.N. 1137057
AND O.C.D. 1137059.
- (PLAT) DISTANCE FROM THE PLAT OF GAMBLE BAY TRACTS.
- (CALC) BEARING/DISTANCE BY P.A.L.L.S.

EASEMENT DESCRIPTION FOR D.N.R. #50-072255

AN EASEMENT 20 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES, OVER
UNDER AND ACROSS THAT PORTION OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 2 EAST, W.M.,
THE SOUTH LINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION AND THE
SOUTHEAST CORNER OF LOT 72 OF THE PLAT OF GAMBLE BAY TRACTS, PER
THE RECORDED PLAT IN VOLUME 7 AT PAGE 40 AND 41; THENCE ALONG THE
COMMON LINE OF SAID SUBDIVISION AND SAID LOT 72, NORTH 00°37'41"
EAST 20.00 FEET TO THE SOUTH LINE OF AN EXISTING INGRESS AND EGRESS
EASEMENT AS DESCRIBED IN STATUTORY WARRANTY DEED (W.D. TO POPE AND
TALBOT, INC.) UNDER AUDITOR'S FILE NUMBER 1137057; THENCE ALONG THE
SOUTHERLY LINE OF SAID 20 FOOT EASEMENT AND THE SOUTHERLY
PROLONGATION OF SAID EXISTING EASEMENT SOUTH 45°35'48" EAST 20.6
FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTHWEST QUARTER
AND THE TERMINUS OF SAID LINE.

THE NORTH LINE OF SAID 20 FOOT EASEMENT SHALL BE SO LENGTHENED OR
SHORTENED SO AS TO TERMINATE IN THE EAST LINE OF SAID LOT 72 AND THE
SOUTH LINE OF SAID NORTHWEST QUARTER.

CONTAINING 975 SQUARE FEET OF LAND (0.02 ACRES), MORE OR LESS,
SITUATE IN KITSAP COUNTY, WASHINGTON.

1/16 CORNER
N.E. COR. S.E. 1/4
N.E. 1/4, SEC. 16

1001.23'

N 00°37'41"E 1335.82'

133.90' (PLAT)

(ESMT) 20.00'

16

5 89°35'33"E

TERMINUS OF
DESCRIPTION

LOVELL PROPERTY
N. 1/2, N.W. 1/4, S.W. 1/4

6/21/2000

EXPIRES 7/31/20

FOR NO. LOT-72
DWG NO. LOT-72

APPLICANT:

TACOMA LAND COMPANY
C/O LYNN BARNETT
3020 SOUTH UNION AVENUE
TACOMA, WASHINGTON 98409

Pacific Northwest
Land Surveyors, LLC
2606 EAST MAIN AVENUE
PUYALLUP, WASHINGTON 98372
(253) 841-3953

APPROVED AS TO FORM

REGION ENGINEER

DATE

ACCEPTED IN LIEU OF REGULATION PLAT

REGIONAL MANAGER

DATE

SURVEYOR'S NOTES

- THIS RIGHT OF WAY PLAT WAS BASED ON THE PLAT
OF GAMBLE BAY TRACTS. NO ACTUAL FIELD WORK
WAS PERFORMED BY P.A.L.L.S., LLC.
- REFERENCE MATERIAL: RECORDS OF KITSAP CO. AUDITOR'S
OFFICE.
PLAT OF GAMBLE BAY TRACTS, VOL. 7, PG. 40 & 41
STATUTORY WARRANTY DEED, A.F.N. 1137057
OUT CLAIM DEED, A.F.N. 1137059
R.O.S., A.F.N. 9207290022, VOL. 7, PG. 68
- D.N.R. LETTER FROM DAVE KIEHLE (LAND MANAGER)
SOUTH PUGET SOUND REGION, DATED JUNE 16, 2000,
FILE NO. 50-072255.

SURVEYED BY: THOMAS L. KEITH, PLS 19826

DRAWN BY: J.J. MAYLOR

DATE: AUGUST 02, 2000

APPLICATION NO. #50-072255

NOTE:

STATIONING SHOWN AT SUBDIVISION AND
SECTION LINES IS APPROXIMATE.
THE R/W SHOWN IS INTENDED TO BE OVER
AND ACROSS ALL PROPERTIES AS DEPICTED
ON THIS MAP.
SECTION AND SUBDIVISION LINES ARE
PROTRACTED FROM THE ORIGINAL PLAT
OF GAMBLE BAY TRACTS AND R.O.S.
A.F.N. 9207290022, VOL. 37 OF SURVEYS
AT PAGE 68.

GAMBLE BAY TRACTS



Exhibit B

EXHIBIT C

BENEFITTED PARCEL

The Northwest quarter of the Southwest quarter of Section 16, Township 27 North, Range 2 East, W.M., Kitsap County, Washington.

EXHIBIT D

REQUIREMENTS OF THE INCIDENTAL TAKE PERMIT (ITP)

1. The ITP is subject to the provisions of Title 50 *Code of federal Regulations Parts* 10, 13, and 17.
2. The Grantee shall immediately notify the State of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
3. Section 9 of the Endangered Species Act and Federal regulations pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect or to attempt to engage in any such conduct. Harm is further defined by the U.S. Fish and Wildlife Service (FWS) to include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by FWS as an act or omission which create the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity.
4. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP the Grantee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. The Grantee shall notify the State if there is any doubt as to the identification of a discovered permit species. Grantees may be required to take certain actions to help the State safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State. Any such requirements will be explained to the Grantee by the State during the Pre-Work Conference.
5. Grantee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning permit activities.
6. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Grantee to all authorized officers, employees, contractors, or agents of Grantee conducting authorized activities on the Property. Any questions Grantee may have about the ITP should be directed to the State.
7. The ITP term for grizzly bears shall expire on January 30, 2002. No activities resulting in the incidental take of grizzly Bears after January 30th, 2002 will be authorized, unless and until the State receives a permit extension.

March 6, 2001
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